

In consideration of renting equipment from Superior-Speedie Portable Services, Inc. it is agreed as follows:

Portable Restroom Rental Terms & Conditions

1. New Customers are required prior to delivery of equipment/or service to fill out and sign the Credit Application, as well as pay in advance the first 4 weeks of rent, a delivery and pick up fee per unit plus damage waiver charges and applicable taxes in order to establish credit. Billing is every 4 weeks or 28 day billing cycle. All invoices must be paid within 30 days or you are subject to late fees and/or past due balances will be charged to any credit card number that we have on file.
2. Warning/Possession/Title/Solvency The use of false or fictitious identification to obtain the equipment/service or the failure to return the equipment may be considered as theft, resulting in criminal prosecution. Time is the essence of the agreement. Title to the equipment is and shall remain in Superior-Speedie Portable Services, Inc., if the equipment is not returned and/or levied upon for any reason whatsoever, Superior-Speedie Portable Services, Inc. may retake said equipment without further notice or legal process and use whatever force is reasonably necessary to do so. Renter hereby agrees to indemnify, defend and hold Superior-Speedie Portable Services, Inc. harmless from any and all claims and cost arising from such retaking. If equipment is levied upon, renter shall notify Superior-Speedie Portable Services, Inc. immediately. Renter represents to Superior-Speedie Portable Services Inc. that he/she/it is not insolvent and should he/she/it become insolvent, that, he/she/it will return all equipment to Superior-Speedie Portable Services, Inc.
3. Rental Period/Rate/Payment/Finance Charge Rental period is based on a flat rate for 28 days for construction, park, ballfield and other longer term units and on a per day or weekend basis for Event units which are billed in advance. Rental charges begin immediately upon the date of delivery of the equipment/or service to the location directed by the renter or upon equipment leaving Superior-Speedie Portable Services, Inc. location, whichever happens first. Rental charges end upon the last day of the is on site. Payments must be received at: 1050 Killian Rd. Akron OH 44312 by the last day of the billing cycle or within 2 days following the date on the billing cycle's "due date" or a Finance charge of 1 1/2% will be incurred. Superior-Speedie Portable Services, Inc. mixes salt/brine water during cold weather in attempts to keep the rentals usable, however this does not guarantee that units will not freeze. Holding tank winterization fee includes an electric heat pad which renter is responsible for keeping plugged in, wrapping tank in insulation, and in plastic, however this does not guarantee tank will not freeze. If tank or units freeze and we need to do a service call or swap out, renter responsible for fees associated with the swap or service. Winterization Fee will be added from November-March.
4. Delivery/Re-delivery the normal time frame for deliver is 24-48 hours once the credit application has been approved and credit card payment has been approved for new renters and/or the delivery order has been processed for all existing renters. All requests submitted after 2:00 pm will be processed the next business day. If Superior-Speedie Portable Services, Inc. must re-deliver any equipment due to incorrect shipping address/directions, a same day deliver request and/or re-delivery for a pick up due to non-payment the renter will incur

above the normal delivery fee an additional delivery fee of a minimum of \$25.00 or more. Saturday, Sunday, after 5:00 PM or before 8 AM and Holidays will incur an additional delivery, pick up or after or before hour service fee to be determined at the sole discretion of Superior-Speedie Portable Services, Inc. Should a Renter after placing an order for delivery or pick up if our Driver has left our yard and the Renter cancels the order the Renter will incur as a 1 Time Dry Run Fee for said cancellation.

5. Return of Equipment is the responsibility of the Renter to notify Superior-Speedie Portable Services, Inc. when they want the equipment picked up. However, the Renter is still liable for any damage, lost, stolen, burned equipment until said time Superior-Speedie Portable Services, Inc. picks up the equipment. Our standard timeframe is 24-48 hours after the pickup request has been processed. All requests submitted after 2:00 PM will be processed as of the next full business day. Renter agrees to return the equipment rented in good condition as when received.
6. Service of Portable Toilets/Holding Tanks/Sinks is once a week; two (2) rolls of toilet paper only are provided and included in the 4-week rental price. Extra-Service beyond the normal once a week service is available, as well. The charge incurred for extra service is calculated on a per unit basis. Industry standard recommends one (1) unit for every 10 men/women working a 40-hour week. Superior-Speedie Portable Services, Inc. may at its discretion charge an amount to be determined for tip over(s), relocating any equipment on the same site and or excess graffiti. It is the responsibility of the Renter to assure the equipment is accessible to service and equipment is located in an area where there are not any safety issues for our employees. Holding tanks must be serviced at a minimum of once every 4 weeks. The Renter is solely responsible for protecting our Employees from risk of death, injury or bodily harm arising from or in any way related to the delivery, servicing or pick up of Superior-Speedie Portable Services, Inc. equipment while at Renter's job or location.
7. Compliance with Laws/Use of Equipment Renter agrees not to use or allow anyone to use the equipment for any illegal purpose or any illegal manner. Renter acknowledges that Superior-Speedie Portable Services, Inc. has no physical control over the use of the equipment. Renter agrees at his sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations (including, but not limited to, DOT, EPA, -HUD, O.S.H.A, USDA.) which may apply to the use of the equipment during the rental period. Renter agrees to not allow any person to use the equipment when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the equipment; permit any repairs to the equipment without Superior-Speedie Portable Services, Inc. written permission, or, allow a lien to be placed upon the equipment. Renter acknowledges Superior-Speedie Portable Services, Inc. has no responsibility to inspect the equipment while it is in renter's possession. If equipment becomes unsafe or requires repair, Renter shall discontinue using it, and notify Superior-Speedie Portable Services, Inc. immediately. Renter agrees not to sublet, loan or assign the equipment. Renter shall not move the equipment from the address at which it is represented it was to be used without written notice to Superior-Speedie Portable Services, Inc. prior to moving the equipment. The Renter may not attach any materials to Superior-Speedie Portable Services, Inc. equipment (tape, adhesives, posters, staples, mesh, etc.) without the written permission of Superior-Speedie Portable

Services, Inc. Superior-Speedie Portable Services, Inc. is not responsible for units being tipped over. Renter is responsible for staking units to ground, or securing unit to fence, tree or other immovable object.

8. Damage Waiver/Accidents, Reporting and Indemnification By Renter accepting the damage waiver it covers normal wear and tear to the equipment, as well as, vandalized equipment only with a Police Report. It does not cover lost, stolen or burned equipment. If Renter elects to not take the damage waiver, then the Renter must provide proof of insurance which shows Superior-Speedie Portable Services, Inc. as an additional insured at no charge to Superior-Speedie Portable Services, Inc. If equipment is lost, stolen, burned or if an accident should occur while Renter has the equipment the Renter agrees to notify Superior-Speedie Portable Services, Inc. immediately and obtain the names, addresses, phone number and all other pertinent information from all parties involved and all witnesses. In the event of an accident resulting in property damage or bodily injury arises from use of the equipment while it is in the Renter's possession, Renter hereby expressly agrees to assume responsibility for himself, his own employees, agents, sub-contractors, and assigns for any claim, injury, or loss, not otherwise caused by the acts or omissions of Superior-Speedie Portable Services, Inc., and agrees to indemnify, defend and hold Superior-Speedie Portable Services, Inc., its owners, shareholders, employees, contracts, and assigns harmless from any claim or action arising there from, including any costs and attorney fees incurred in connection therewith. If it is deemed necessary to charge the Renter a replacement cost for equipment which has been damaged, lost, stolen or burned, Renter agrees to submit payment within 2 weeks for replacement charges. **The parties hereby consent and agree to the jurisdiction of a court competent jurisdiction in Summit County, Ohio, to resolve any and all disputes between the parties.** FURTHER, THE PARTIES WAIVE THE RIGHT TO A TRIAL BY JURY, AND INSTEAD AGREE TO HAVE **ANY** DISPUTE BY A BENCH TRIAL, WITHOUT THE USE OF A JURY. Customers who require to be put on Superior-Speedie Portable Services, Inc. insurance as an additional insured and/or waiver of subrogation will be charged for this service based on the fees our insurance company charges us.
9. Ordinary Wear & Tear Renter hires the equipment on an "as is" basis. The equipment will incur ordinary wear and tear while out on location or job site which shall mean only the normal deterioration of the equipment caused by ordinary, reasonable and prior use of the equipment on a one-shift basis. Damage which is not "ordinary wear and tear" includes but it not limited to: damage resulting from tip over, exceeding capacities, improper use, abuse, graffiti, items other than sewage waste in tanks including any foreign material, rocks, golf balls, paint, rags, oil, cement, beer cans and bottles, food waste etc. Damage to pumps due to any foreign materials, trash, rags, oil, cement, beer cans and bottles, rocks, golf balls may be charged back to Renter and or rental of said equipment may be terminated.
10. Default Should a Renter in any way fail to observe or comply with any provision of this agreement, Superior-Speedie Portable Services, Inc. at its sole option exercise and all of the following remedies: (a.) Termination of this agreement (b.) Retake the equipment (c.) Declare any outstanding rent and charges due and payable and initiate legal process to recover the monies: and (3) recover against the Renter any and all collections fees, court costs, and/or attorney fees incurred as a result of Renter's default or breach of this agreement.

11. Emergency Situations Renter is solely responsible in cases of disaster to secure Superior-Speedie Portable Services, Inc. equipment which they have rented. This includes staking unit to ground or chaining unit to fence or tree.
12. Taxes Renter shall pay and shall be solely responsible for all sales tax related to the rental of Superior-Speedie Portable Services, Inc. equipment. Should the Renter work qualify by the State of Ohio as tax exempt it is the responsibility of the Renter to provide a copy of the tax-exempt certificate to Superior-Speedie Portable Services, Inc. prior to delivery of any and all equipment. Sales tax will be charged unless a copy of the tax-exempt certificate is provided.
13. LIMITATION OF LIABILITY. In no event shall Superior-Speedie Portable Services, Inc., be liable to Renter or to any third party for consequential, incidental or special damages, or for lost profits, resulting from or in any manner related to the rental of its equipment, products, their delivery, non-delivery, design use, or any inability to use the same, whether such damages be claimed under contract, tort or any other legal theory. Renter understands that the sole and exclusive remedy of Renter shall be the repair or replacement of any defective equipment and/or the refund of rental charges. The limitation shall survive the termination, expiration or cancellation hereof.
14. GENERALLY TO THE FULLEST EXTENT PERMITTED BY LAW, RENTER SHALL HOLD HARMLESS, INDEMNIFY, PROTECT AND DEFEND Superior-Speedie Portable Services, Inc., SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS, AND EACH OF THESE ENTITIES' REPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, OWNERS, PARTNERS, EMPLOYEES, AGENTS AND INSURERS, AGAINST ALL DEMANDS, CLAIMS, ACTIONS, CAUSES OF ACTION, PROCEEDINGS, LAWSUITS, SETTLEMENTS, JUDGEMENTS, FINES, PENALTIES, LOSSES OR EXPENSES (INCLUDING ATTORNEY FEES AND INTEREST), FOR DAMAGES FROM BODILY OR PERSONAL INJURY, DEATH, THE DESTRUCTION OR LOSS OF PROPERTY, (INCLUDING LOSS OF USE) OR ANY OTHER KIND OF DAMAGES OR HARM, ARISING OUT OF, OR RESULTING FROM, OR RELATED TO THE WORK PERFORMED AND/OR THE MATERIALS SUPPLIED UNDER THIS AGREEMENT, TO THE EXTENT ATTRIBUTABLE IN WHOLE OR IN PART. SUPERIOR SPEEDIE PORTABLE SERVICES, INC. RESERVES THE RIGHT TO DISCONTINUE ANY RESTROOM OR SHOWER TRAILER RENTAL WITH 24 HOUR NOTICE IN THE EVENT THERE IS A NATIONAL DISASTER AND THE EQUIPMENT IS NEEDED TO SUPPORT DISASTER RELIEF.

RESTROOM / SHOWER TRAILER TERMS & CONDITIONS

Rental Agreement

1. Customer has or will inspect the equipment and deemed it in good condition, appropriate for his or her needs and clean.
2. Customer will make no attachments or alterations to the equipment. If done, you will be charged to return back to original form.
3. Customer chooses a site for installing the equipment and accepts all responsibility in connection with that choice of location. This quote is based on: easy access to site, firm and level ground, and a dry location. Keep in mind that

trailers are inoperable at extreme inclines and we may deem a location unacceptable or subject to additional charges.

4. The average setup time is one hour per trailer. If through no fault of Superior Speedie's driver, (for example, the site is not ready, personnel are not available to accept delivery, etc.) the setup takes longer than the average 1 hour, the charge will be \$75 per hour per person for each additional hour including wait time. Any site changes after delivery begins will be charged accordingly.
5. Prior to delivery, the customer will provide Superior Speedie with detailed setup information (including: distance to water supply, distance to dump site, etc.). If this information is not correct, the customer will be charged for extra time on site and the cost of purchasing additional materials needed for setup.
6. Price quoted is based on open access to all specified sanitary facility locations for placement, pumping and removal. Failure to provide access will void guarantee of placement, pumping or removal as per schedule.
7. Lessee is responsible for cost of replacement and repairs due to fire, theft, carelessness, accidental damage, vandalism or riot and agrees to return equipment to Superior-Speedie in delivered condition, with ordinary use and wear accepted.
8. Without written consent from Superior-Speedie, the customer will not assign this Agreement or any rights or obligations hereunder and will not transfer possession or control of the equipment.
9. If the customer fails to make any payment or fails to perform any obligation due hereunder, Superior-Speedie may pursue all remedies available by law or in equity, including termination of the agreement without notice, repossession of the equipment without legal process and recovery of all sums due hereunder. Customer shall pay Superior-Speedie all costs of recovery of payment, including legal fees, interest, etc.
10. Customer will immediately notify Superior-Speedie if the equipment becomes unsafe or in disrepair.
11. Superior-Speedie shall not be liable for any damages if compliance with this contract becomes impossible due to natural disaster, fire, flood, act of God, act of terrorism, act of confiscation by the U.S. Government for any reason or act of war.
12. Superior-Speedie reserves the right to make equipment substitutions of equal or better quality and shall not be liable for any failure to perform caused by weather, strikes, shortage of materials or cause beyond its control. Superior-Speedie may subcontract some or all of its services when necessary.
13. When paying with a credit card, a service fee will be applied as follows: 3.0% for American Express. Monthly billing is 28-day cycle.
14. Customer agrees to in all events indemnify and hold Superior-Speedie harmless in respect to any and all claims or suits made or filed against Superior-Speedie for bodily injury and/or property damage growing out of the use of the Property, it being agreed that upon its delivery to Customer, the Property has passed out of the control of Superior-Speedie and control is assumed by Customer.
15. Customer cancellation request will adhere to the following refund policy: \$100 of the initial deposit is non-refundable: thereafter, use the following schedule to determine refund: 30 days or more notice - 100% minus \$100, 21-29 days' notice - 75%, 14-20 days' notice - 50%, 8-13 days - 25%, 0-7 days - 0% PAYMENT TERMS: 50% due at time of reservation. Balance due upon delivery of unit.

Customer Responsibility

1. Customer is responsible for refilling the propane shower tanks during rental and before returning the shower facility unless otherwise noted in Agreement. Propane tanks delivered full and should be returned full unless noted in Agreement. Water & Power on site upon delivery. If not additional charges may apply if we are called out for a second trip due to no water or power on site upon initial trip.
2. Restroom / Shower facility interior cleaning and restocking of supplies is not included in the cost of rental. Customers are responsible for cleaning and restocking their rented facility during and after the rental period unless otherwise stated in Agreement.
3. All restroom and shower facility rentals require the customer to provide the following items: Certificate of Insurance for Property Damage, Electric supply and connections necessary electrical outlets per unit specs, Water spigot, water access meeting unit specs

I have read and agree to the entire rental proposal. I acknowledge receipt of a copy of such agreement. Placement of deposit is my acceptance of the agreement of Terms & Conditions.